LEGAL NOTICE BY ORDER OF THE COURT

IF YOU APPLIED FOR A HOME EQUITY LOAN OR MORTGAGE LOAN FROM BANK OF AMERICA BETWEEN MAY 28, 2006, AND JULY 11, 2009, YOU MAY BE ENTITLED TO MONEY FROM A CLASS ACTION SETTLEMENT

A FEDERAL COURT ORDERED THIS NOTICE.
THIS IS NOT A SOLICITATION FROM A LAWYER.

- A settlement has been proposed in a class action lawsuit against Bank of America, N.A. ("Bank of America") which relates to the timing of credit score disclosures provided to persons who applied for certain home loans between May 28, 2006, and July 11, 2009.

- Your legal rights are affected whether or not you respond. ***Read this notice carefully.***

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
MAKE A CLAIM FOR CASH BENEFITS	This is the only way to receive money from this settlement.
EXCLUDE YOURSELF	You can remove yourself from this class action, in which case you will not receive money from this settlement, but you will retain your right to file a separate lawsuit against Bank of America. Before you choose this option, you might want to speak to an attorney immediately about claims under the Fair Credit Reporting Act and the deadlines to file them.
OBJECT	You remain a Class Member, but write to the Court and explain why you don't think the settlement is fair, reasonable, and/or adequate.
DO NOTHING	You receive no money from this settlement, and you give up your right to file a lawsuit against Bank of America about the credit score disclosures at issue.

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.

- The Court still must decide whether to approve the settlement. Benefits will only be provided if the Court approves the settlement and after any appeals are resolved. Please be patient.

EXHIBIT 1

BASIC INFORMATION

This lawsuit was filed on August 8, 2008. Here is some basic information.

1. WHAT IS THIS LAWSUIT ABOUT?

Plaintiff Thomas D. Domonoske filed this lawsuit on August 8, 2008, in federal court in the Western District of Virginia (Case No. 5:08CV00066) (the "Action"). On October 7, 2010, Victor Rivera was added to this case as a plaintiff.

What the Law Requires:
A federal law, the Fair Credit Reporting Act, required Bank of America to send you the credit score it obtained in connection with an application for certain mortgage loans and home equity transactions, and related disclosures, "as soon as reasonably practicable."

If Bank of America "negligently" violated this law, it could be held responsible for any actual damages you sustained from the delay in providing the credit score to you. If Bank of America "willfully" violated this law, it could also be required to pay statutory damages between $100 and $1,000, plus punitive damages.

Background Facts:
During the class period, when Bank of America received an application for a mortgage loan or home equity transaction, its practice was to obtain the consumer's credit score from a credit reporting agency. For home equity transactions, Bank of America prepared and then mailed the required credit score disclosures when its computer system indicated that a decision was made on the loan. The average time between application and those decisions during the class period was approximately five days. For home equity transactions that closed, the disclosure was not sent before the closing. For other mortgage loans, Bank of America automatically prepared the credit score disclosure when the score was received, and sent the notices at least four days later.

What the Plaintiffs Alleged:
Plaintiffs claimed that the delays in sending the required credit score disclosures to applicants violated the Fair Credit Reporting Act because they were not sent as soon as reasonably practicable, as required by 15 U.S.C. § 1681g(g). Plaintiffs sought both statutory and punitive damages, in addition to injunctive and declaratory relief.

How Bank of America Responded:
Bank of America denied all allegations of wrongdoing and contends that it fully complied with the law. Bank of America further contends that it spent significant time and resources on complying with the applicable legal provisions. If it were found that Bank of America established processes which did not comply with the law, it would not be found to have done so negligently or willfully. Bank of America contends that its processes for providing credit score disclosures were approved by legal counsel and driven by reasonable and practical concerns, including the systems available to process the disclosures and the volume of disclosures, as well as the fact that shorter periods of time would not allow the consumer to get the score actually used by Bank of America, and would increase errors and increase mail returned as undeliverable.

2. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of the plaintiffs or the defendant. Instead, both sides agreed to a settlement. Settlements avoid the costs and uncertainty of a trial and related appeals, while providing benefits to members of the Class. The Class Representatives and their attorneys think the settlement is best for all Class Members.

WHO IS AFFECTED BY THE SETTLEMENT?

3. HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?

According to Bank of America's records, you are a member of the Settlement Class because either:

- Your loan application was processed between August 8, 2006, and September 12, 2008, on the computer system primarily used for home equity loans and lines of credit, known as "ACAPS", and the credit score disclosure was triggered on that system more than three days after receipt of the application; or
- Your loan application was processed between May 28, 2006, and July 11, 2009, on the computer systems primarily used for certain mortgage loans, known as the "Legacy Bank of America" systems, and that application resulted in a loan being made to you.

If you meet this description, you are a member of the Class and entitled to money if you submit a Claim Form in the manner described below. You will remain a Class Member unless you submit a request to be excluded from this settlement in the manner described below.

WHAT ARE THE BENEFITS?

4. WHAT DOES THE SETTLEMENT PROVIDE?

Cash Recovery:
There is a common fund of $9,950,000 to pay all Class Member claims and the costs and fees of the case. If the settlement is approved, and you submit a complete and timely Claim Form in the manner described below, you will be able to receive money from the common fund. The amount you will receive will depend on how many other Class Members submit claims. For example, if 15% of Class Members submit claims, you will get approximately $14. If 10% submit claims, you will get approximately $21. If 2% submit claims, you will get $100. If all Class Members submit claims, you will get at least $2. Eligible Class Members are entitled to one payment per loan transaction during the class period. Eligible Class Members may not receive payment of more than $100 per loan transaction during the class period.

In order to participate in the settlement, you must certify either that you were interested in obtaining your credit score during the Bank of America transaction, or that you are unaware of any fact that would make you ineligible to participate in the settlement.

HOW DO YOU GET SETTLEMENT BENEFITS?

5. HOW CAN I GET A BENEFIT?

To obtain a cash benefit, you must act on or before February 18, 2011. You must either:

A. Complete the enclosed Claim Form and mail it by February 18, 2011 to the Settlement Administrator at:

Domonoske Settlement
c/o Rust Consulting, Inc.
P.O. Box 2251
Faribault, MN 55021-2437

B. Submit your claim on the Internet by February 18, 2011 at www.CreditScoreSettlement.com.

CLAIM FORMS THAT ARE NOT RECEIVED ONLINE OR POSTMARKED ON OR BEFORE FEBRUARY 18, 2011 WILL NOT BE HONORED.

6. WHEN WOULD I GET MY BENEFIT?

You will receive your benefit after the Court approves the settlement and any appeals have ended. The Court will hold a hearing on March 31, 2011 to decide whether to approve the settlement. Even if the Court approves the settlement, there may still be appeals. It is always uncertain how long it will take for these appeals to be decided. In some cases, the appeals process may take up to a year.

7. WHAT AM I GIVING UP TO GET A BENEFIT OR STAY IN THE SETTLEMENT CLASS?

Unless you exclude yourself, you are staying in the Settlement Class, which means that you can't be part of any other lawsuit against Bank of America about the legal claims in this case and legal claims that could have been brought in this case. It also means that all of the Court's orders will apply to you and legally bind you. If you do not exclude yourself from the Settlement Class, you will agree to a "Release of Claims," explained below, which describes exactly the legal claims that you give up if you get settlement benefits.

Release of Claims

Upon Final Approval, Class Representatives, each Class Member who has not opted out of the settlement in accordance with the terms of the Settlement Agreement, and each of their respective executors, representatives, heirs, successors, bankruptcy trustees, guardians, and all those who claim through them or who assert claims on their behalf (including the government in its capacity as parens patriae), will be deemed to have completely released and forever discharged the Released Parties, and each of them, from any claim, right, demand, charge, complaint, action, cause of action, obligation, or liability of any and every kind, based on the alleged violation of the Fair Credit Reporting Act, 15 U.S.C. § 1681g(g), or any other comparable federal, state, or local law, statute, regulation, or common law, and all claims for monetary, equitable, declaratory, injunctive, or any other form of relief arising thereunder, whether known or unknown, suspected or unsuspected, under the law of any jurisdiction, which Class Representatives or any Class Member ever had or now has, resulting from, arising out of, or in any way, directly or indirectly, connected with the claims raised in the Action, or claims which could have been raised in the Action based on the transactional nucleus of facts.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a benefit from this settlement, but you want to maintain your right to sue or continue to sue Bank of America on your own about the legal issues in this case, you must take steps to exclude yourself from the Settlement Class. This is called "opting out" of the Settlement Class.

8. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

There are two ways to "opt out" from the settlement:

A. Mail Your Exclusion Request

To exclude yourself from the settlement by mail, you must complete the attached Request to Be Excluded Form ("Exclusion Request"), selecting "I am opting out" where indicated, or send a letter stating that you want to be excluded from the settlement of the *Domonoske* case. Be sure to include: (1) the name of this lawsuit, *Domonoske v. Bank of America, N.A.*, Case No. 5:08CV00066; (2) your full name and current address; (3) a statement of intention to exclude yourself from the settlement; and (4) your signature. You must mail your Exclusion Request so that it is postmarked no later than February 18, 2011, to:

Domonoske Opt-Out Request
c/o Rust Consulting, Inc.
P.O. Box 2251
Faribault, MN 55021-2437

B. Go to the Settlement Website to Submit Your Exclusion Request

In the alternative, you may also choose to exclude yourself from or "opt out" of the Action by visiting the settlement website at: www.CreditScoreSettlement.com. If you choose to exclude yourself via the website, there is no need to send the Exclusion Request by mail.

REQUESTS FOR EXCLUSION THAT ARE NOT RECEIVED ONLINE OR POSTMARKED ON OR BEFORE FEBRUARY 18, 2011, WILL NOT BE HONORED.

You can't exclude yourself on the phone or by email. You also can't exclude yourself by mailing a request to any other location or after the deadline.

If you exclude yourself and decide to file your own individual lawsuit, you should act quickly, as the time to file such an action is limited. You should consult your own attorney about your case.

9. If I don't exclude myself, can I sue Bank of America for the same thing later?

No. Unless you exclude yourself, you give up the right to sue Bank of America for the claims that this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from ***this*** Action in order to continue your own lawsuit. Remember, February 18, 2011 is the deadline by which your Exclusion Request must be received online at the settlement website or postmarked on or before by mail.

10. If I exclude myself, can I get any benefit from this settlement?

No.

THOSE REPRESENTING YOU

11. Do I have a lawyer in this case?

The Class Representatives retained **Ian B. Lyngklip**, Lyngklip & Associates, Consumer Law Center, P.L.C., 24500 Northwestern Highway, Suite 206, Southfield, Michigan, 48075; **Timothy E. Cupp**, Cupp & Cupp, P.C., P.O. Box 589, Harrisonburg, Virginia, 22803; and **Leonard A. Bennett** and **Matthew J. Erausquin**, Consumer Litigation Associates, P.C., 12515 Warwick Boulevard, Suite 100, Newport News, Virginia, 23606, to represent them. In connection with the preliminary approval of the settlement, the Court appointed these firms to represent you and other Class Members. Together, these lawyers are called Class Counsel. You will not be charged by these lawyers for their work on the case. If you want to be represented by your own lawyer, you may hire one at your own expense.

12. How will the lawyers be paid?

Class Counsel will ask the Court for an award of attorneys' fees, which Bank of America has agreed to pay, up to a percentage of approximately 24% of the cash recovered for the Class. However, the Court may ultimately award less than this amount. Class Counsel will also ask the Court to reimburse the costs and expenses incurred by them and by the Class Representatives in litigating this matter. Bank of America has paid for the costs of this notice to you and the costs of administering the settlement fund.

13. Are the Class Representatives entitled to a separate payment?

Class Counsel will ask the Court to approve a payment to Thomas D. Domonoske and Victor Rivera of $5,000 each as incentive awards for their efforts and time expended in prosecuting this case. However, the Court may ultimately award less than these amounts. Bank of America will separately pay these incentive awards. Bank of America's payment of these awards will not affect the benefits available to Class Members.

OBJECTING TO THE SETTLEMENT

14. How do I tell the Court that I don't like the settlement?

If you're a Class Member, you can object to the settlement if you think any part of the settlement is not fair, reasonable, and/or adequate. You can and should explain the detailed reasons why you think the Court should not approve the settlement, if this is the case. The Court and Class Counsel will consider your views carefully. To object, you must send a letter stating that you object to the settlement in the *Domonoske* case. Be sure to include (1) the name of this lawsuit, *Domonoske v. Bank of America, N.A.*, Case No. 5:08CV00066; (2) your full name, current address, and telephone number; (3) the reasons you object to the settlement; and (4) your signature. Mail the objection to the following addresses so that it is received no later than February 8, 2011:

COURT
Clerk of the Court
United States District Court
116 N. Main Street
Room 314
Harrisonburg, Virginia 22802

CLASS COUNSEL
Ian B. Lyngklip
Lyngklip & Associates
Consumer Law Center
24500 Northwestern Hwy.
Suite 206
Southfield, Michigan 48075

Leonard A. Bennett, Esq.
Consumer Litigation Associates, P.C.
12515 Warwick Boulevard, Suite 100
Newport News, Virginia 23606

DEFENSE COUNSEL
Michael J. Agoglia
Morrison & Foerster LLP
425 Market Street
San Francisco, California 94105

You also must file a statement with the Court that tells the Court the date that you mailed or delivered copies of your letter to Class Counsel and Defense Counsel.

15. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you remain in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class, and you get nothing under this settlement. If you exclude yourself, you can pursue your own claim against Bank of America, but you have no basis to object because this case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend, and you may ask to speak, but you don't have to.

16. WHEN AND WHERE WILL THE COURT DECIDE TO APPROVE THE SETTLEMENT?

The Court will hold a Fairness Hearing at 11:00 a.m. EST on March 31, 2011, at the United States District Court for the Western District of Virginia, 116 North Main Street, Harrisonburg, Virginia, 22802. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have submitted timely requests to speak at the hearing. The Court may also decide how much Bank of America will be ordered to pay Class Counsel and Class Representatives. After the hearing, the Court will decide whether to finally approve the settlement.

17. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time to the proper addresses, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

18. MAY I SPEAK AT THE HEARING?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in the *Domonoske* Case." Be sure to include your name, address, telephone number, and signature. Your Notice of Intention to Appear must be sent to the Clerk of the Court, Class Counsel, and Defense Counsel, at the addresses previously provided, and must be received by the Clerk of the Court by February 8, 2011. You cannot speak at the hearing if you have excluded yourself.

IF YOU DO NOTHING

19. WHAT HAPPENS IF I DO NOTHING?

If you do not submit a completed Claim Form, you will not receive money from the settlement. Unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Bank of America about the legal issues in this case.

GETTING MORE INFORMATION

20. ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

This notice summarizes the proposed settlement. More details can be found on the settlement website at **www.CreditScoreSettlement.com**, which includes the complaint, Settlement Agreement, and other governing settlement documents, and also allows you to submit the Claim Form electronically or to exclude yourself from ("opt out" of) the settlement. You can also obtain a copy of the Settlement Agreement at the Office of the Court Clerk, 116 North Main Street, Room 314, Harrisonburg, Virginia, 22802, during the hours of 8:30 a.m. to 4:30 p.m., Monday through Friday, except holidays.

21. HOW DO I GET MORE INFORMATION?

You can visit the website at **www.CreditScoreSettlement.com**. If you have questions about the case, you can call toll-free 1-877-657-8808, or write to **Ian B. Lyngklip**, Lyngklip & Associates, Consumer Law Center, P.L.C., 24500 Northwestern Hwy., Suite 206, Southfield, Michigan 48075, or **Leonard A. Bennett**, Consumer Litigation Associates, P.C., 12515 Warwick Boulevard, Suite 100, Newport News, Virginia, 23606.

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CLAIM FORM

Domonoske v. Bank of America, N.A. Settlement

You may submit one Claim Form for each unique personal identification number assigned to you.

To find out how many transactions you had within the class period, please visit **www.CreditScoreSettlement.com**, and enter the personal identification number provided below.

To obtain a cash benefit, you must act on or before February 18, 2011. You must either:

A. Complete this Claim Form and mail it by February 18, 2011 to the Settlement Administrator at:

Domonoske Settlement
c/o Rust Consulting, Inc.
PO Box 2251
Faribault, MN 55021-2437

or

B. Submit your claim on the Internet by February 18, 2011 at www.CreditScoreSettlement.com.

CLAIM FORMS THAT ARE NOT RECEIVED ONLINE OR POSTMARKED ON OR BEFORE FEBRUARY 18, 2011 WILL NOT BE HONORED. If your name or address has changed from the information printed below, please make any corrections in the space to the right.

PIN Number: 00000017
SAMPLE A SAMPLE 1
123 ANY AVE
#123
ANYTOWN US 12345-6789

Name: ______________________

Address: ______________________

City, State Zip Code: ______________, __ __ __ __ __ __ __

PIN Number: 00000024
SAMPLE A SAMPLE 2
123 ANY AVE
#123
ANYTOWN US 12345-6789

Name: ______________________

Address: ______________________

City, State Zip Code: ______________, __ __ __ __ __ __ __

By submitting this Claim Form, you are certifying either that you are unaware of any fact that would render you ineligible to participate in the settlement, or that you were interested in obtaining your credit score during the Bank of America transaction.

Name	Signature	Date:
SAMPLE A SAMPLE 1	______________________	__ __/__ __/__ __ __ __
SAMPLE A SAMPLE 2	______________________	__ __/__ __/__ __ __ __

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PLEASE DETACH THIS MAILING PANEL WHEN RETURNING THE CLAIM FORM.

SAMPLE A SAMPLE 1
123 ANY AVE
#123
ANYTOWN US 12345-6789

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REQUEST TO BE EXCLUDED FORM

Receive No Settlement Benefits

(You may not choose this option if you signed the Claim Form, or submitted it online.)

A. Exclude Yourself by Mail

To exclude yourself from the settlement by mail, you must check "I am opting out," sign below, and return this form, or send a letter stating that you want to be excluded from the settlement of the Domonoske case. Be sure to include: (1) the name of this lawsuit, *Domonoske v. Bank of America, N.A.*, Case No. 5:08CV00066; (2) your full name and current address; (3) a statement of intention to exclude yourself from the Settlement Class; and (4) your signature. You must mail your exclusion request so that it is postmarked on or before February 18, 2011, to:

Domonoske Opt-Out Request
c/o Rust Consulting, Inc.
PO Box 2251
Faribault, MN 55021-2437

B. Go to the Settlement Website to Submit Your Request to Be Excluded

In the alternative, you may also choose to exclude yourself from or "opt out" of the Action by visiting the settlement website at: www.CreditScoreSettlement.com. If you choose to exclude yourself via the website, there is no need to return this form by mail.

Check here if you wish to be excluded from the settlement: ☐ I am opting out.

Signature:______________________________ Date: __ __/__ __/__ __ __ __

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